

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

RYHIM SHERIFF, SARAH SHERIFF, and
WIS, minor child, by and through his Guardian
ad Litem, Ryhim Sheriff,

Plaintiffs,

vs.

PABLA GURPREET and “JANE DOE”
GURPREET, husband and wife and the marital
community composed thereof; and UNITED
BROTHERS TRANSPORT, INC, a foreign
corporation,

Defendants.

No.

**COMPLAINT FOR PERSONAL
INJURIES AND DAMAGES**

JURY DEMAND

Plaintiffs, by and through their attorneys, hereby allege as follows:

I. JURISDICTION AND VENUE

1.1 Plaintiffs bring this action pursuant to 28 U.S.C. § 1332(a) on the basis of diversity of citizenship.

1.2 The amount in controversy in this matter exceeds the minimal jurisdiction amount of \$75,000 required for this Court’s jurisdiction.

1.3 Venue is proper in this jurisdiction under 28 U.S.C. § 1391 because the subject collision occurred in this judicial district and because Defendant United Brothers Transport, Inc.

transacts business in the District of New Mexico and/or transports freight and goods in this district.

II. PARTIES

2.1 Ryhim Sheriff is a Plaintiff in this action, individually, and on behalf of his minor child, WIS, and is a resident of Yelm, Thurston County, Washington.

2.2 Sarah Sheriff is a Plaintiff in this action, individually, and on behalf of her minor child, WIS, and is a resident of Yelm, Thurston County, Washington.

2.3 WIS was at all times relevant to this action the minor son of Plaintiffs Ryhim and Sarah Sheriff. Ryhim Sheriff was appointed Litigation Guardian ad Litem of WIS under Cause Number 21-2-07907-7 in Pierce County Superior Court in the State of Washington.

2.4 The Defendants, Pabla Gurpreet and “Jane Doe” Gurpreet, were husband and wife residing in North Las Vegas, Nevada; all actions hereinafter alleged to have been performed by Defendant Pabla Gurpreet, were done for and on Defendant’s own behalf and for and on behalf of the marital community.

2.5 Defendant United Brothers Transport, Inc. (“United Brothers”) is a Nevada corporation with its principal place of business in North Las Vegas, Nevada. Defendant United Brothers was the owner of the vehicle Defendant Pabla Gurpreet was operating at the time of the subject collision. At all times material hereto, Defendant Pabla Gurpreet was employed by United Brothers and was operating the motor vehicle within the scope of employment or agency with Defendant United Brothers.

2.6 Defendant United Brothers is a common carrier regulated by the Interstate Commerce Act, 49 U.S.C. § 101, *et seq.* Said Defendant’s conduct in the operation of its business is further governed by the Federal Motor Carrier Safety Regulations promulgated by the United States Department of Transportation, including said regulations at 49 CFR and at New Mexico Administrative Code 18.2.3 *et seq.*, 18.3.2 *et seq.*, and 18.3.4 *et seq.*

1 2.7 Under the doctrines of master/servant and *respondeat superior*, Defendant United
2 Brothers is liable for the acts and omissions of its employees and agents, including but not limited
3 to its employee, Pabla Gurpreet, who caused harm to Plaintiffs in the operation of Defendant
4 United Brothers' semi-truck.

5 **III. FACTUAL ALLEGATIONS**

6 3.1 On November 16, 2018, at around 4:23 p.m., WIS was seated in the front passenger
7 seat of a 2016 GMC Penske box truck that was driven by his father, Ryhim Sheriff. They were
8 traveling westbound on Interstate 40 in San Jon, Quay County, New Mexico.

9 3.2 Mr. Sheriff and WIS were traveling in the far-right lane when, suddenly and without
10 warning, a 2016 semi-truck and trailer driven by Defendant United Brothers' employee, Pabla
11 Gurpreet, slammed into the rear of their vehicle.

12 3.3 The force of the impact catapulted the Sheriffs' box truck off the side of the
13 highway, where it rolled several times before finally coming to rest.

14 3.4 Officer Michael Ray of the Quay County Sheriff's Department responded to the
15 scene and examined all of the evidence in addition to interviewing all of the parties and witnesses
16 involved.

17 3.5 Officer Ray noted upon arrival at the scene, "The box part of the Penske truck was
18 lying on the ground with the belongings spread over approximately a 50-yard radius."

19 3.6 Defendant Gurpreet informed Officer Ray that he was driving in the right lane at
20 65 mph and that he was "having a hard time to see the road due to the sun being low in the horizon."
21 He then said that he was reaching for his water, and upon looking up, he saw the Penske box truck.
22 He tried to miss the Penske box truck, but ended up striking it with the right side of his front end.

23 3.7 Officer Ray concluded that the "accident was caused by Mr. Gurpreet not giving
24 full attention to driving his vehicle. With the sun low in the horizon and Mr. Gurpreet having a
25 hard time seeing the roadway, Mr. Gurpreet should have slowed down or even pulled over until

1 he could see the roadway better. Defendant Gurpreet was given a citation for careless driving
2 due to not giving full time and entire attention to the operation of the vehicle.”

3 3.8 Defendant Gurpreet was acting within the scope and course of his employment or
4 agency with Defendant United Brothers.

5 3.9 Defendant Gurpreet was employed as a driver for United Brothers operating the
6 truck in the regular course of business and held a valid commercial driver’s license.

7 3.10 At all times material hereto, Defendant Gurpreet was driving a commercial
8 vehicle in interstate commerce and was subject to New Mexico traffic laws and trucking safety
9 regulations, as well as the Federal Motor Carrier Safety Regulations.

10 3.11 Defendant Gurpreet was traveling too fast for the conditions.

11 3.12 Defendant Gurpreet was following too closely.

12 3.13 Defendant Gurpreet failed to keep a proper lookout for slowing and/or stopping
13 traffic.

14 3.14 Defendant Gurpreet failed to maintain control of his vehicle.

15 3.15 Defendant Gurpreet failed to properly change lanes.

16 3.16 Defendant Gurpreet violated Federal Motor Carrier Safety Regulations;
17 including, without limitation; failing to operate his semi-truck and trailer in a safe and reasonable
18 manner and other statutory or regulatory violation which constitutes negligence *per se*.

19 3.17 Defendant Gurpreet failed to act reasonably and prudently as a professional
20 commercial driver should under the circumstances which constitutes negligence.

21 3.18 Defendant Gurpreet’s conduct caused him to lose control of his truck and strike
22 the vehicle in which WIS riding as he was traveling westbound on Interstate 40.

23 **IV. CAUSES OF ACTION: NEGLIGENCE**

24 4.1 Plaintiffs hereby incorporate the allegations set forth above.

25 4.2 Defendant Gurpreet had a duty to drive in a safe manner.

1 4.3 Defendant Gurpreet had a duty to exercise due care and caution in the operation of
2 the semi-truck motor vehicle he was operating, including driving at a reasonable and safe speed,
3 keeping a proper lookout, and to maintain control of said vehicle at all times.

4 4.4 Defendant Gurpreet had a duty to refrain from negligent, reckless, or careless
5 driving.

6 4.5 Defendant United Brothers is also liable for negligence in the entrustment of their
7 vehicle to its employee/Defendant Gurpreet and in the hiring, training, and supervision of its
8 employee/Defendant Gurpreet.

9 4.6 Defendant United Brothers had a duty to thoroughly vet their drivers, instruct them
10 in safety, and to enforce the rules and regulations of the road applicable to commercial drivers.

11 4.7 Defendant United Brothers, as the employer of Defendant Gurpreet, failed to
12 properly train its driver, thus causing injuries and damages to each of the Plaintiffs.

13 4.8 Defendant Gurpreet and Defendant United Brothers, by their agents and/or
14 employees, were negligent, grossly negligent, careless, reckless, willful and wanton in ways that
15 include, but are not limited to, the following particulars:

16 (a) In Defendant Gurpreet's actions of failing to exercise extreme caution while
17 driving and failing to slow down in spite of reduced visibility due to the sun in his eyes;

18 (b) In Defendant Gurpreet's actions of reaching to grab a water bottle while
19 driving too fast for conditions with the sun in his eyes;

20 (c) In Defendant Gurpreet's failing to adhere to his employer's policies and/or
21 federal and state law;

22 (d) In Defendant United Brothers' failing to adhere to its own policies and
23 federal and state law;

24 (e) In Defendant United Brothers' failing to adequately hire, train, and
25 supervise its employees;

(f) In Defendant United Brothers' failing to institute adequate policies within the business to ensure the safety of the general public; and

(g) In other ways that will be determined during discovery and will be shown at trial.

4.9 Defendants breached their respective duties and their negligence and gross negligence proximately caused Plaintiffs to suffer and continue to suffer damages.

4.10 Defendants violated such other statutes, codes, and rules of the road as will be shown at trial.

V. JOINT AND SEVERAL LIABILITY

5.1. Defendants Pabla Gurpreet and United Brothers are jointly and severally liable for the fault of each defendant, person and entity in causing Plaintiffs' claimed damages in the action as set forth in this Complaint.

VI. INJURIES AND DAMAGES

6.1 As a result of the above-described negligent actions or inactions by Defendant Gurpreet and Defendant United Brothers, through their agents and employees, Plaintiff WIS has suffered permanent physical and emotional injuries, disability, and other injuries.

6.2 Plaintiff WIS' damages include without limitation, physical injuries, head injuries, lacerations, permanent scarring, disfigurement, hearing loss, spinal injuries, cognitive deficits, emotional injuries, pain and suffering, out-of-pocket expenses, lost wages, impaired earning capacity, loss of business opportunity, permanent disability, and increased susceptibility to additional injuries in the future.

6.3 Plaintiff WIS has sustained severe and permanent personal injuries, special damages and general damages, including, but not limited to, the following:

(a) General damages, including past and future physical and mental pain and suffering, past and future loss of enjoyment of life, past and future disability, past and future disfigurement, and other general damages to be proven at trial.

(b) Special damages, including past and future medical expenses, loss of future earning capacity, and other general damages to be proven at trial.

(c) Other special and general damages permitted by law to be proven at trial.

6.4 As a result and proximate cause of Defendants' negligence, Plaintiffs Ryhim Sheriff and Sarah Sheriff, on their own behalf, sustained personal injuries, including past and future emotional pain and discomfort, loss of relationship with their child, WIS, past and future special damages, including wage loss, and other damages in an amount to be fully proven at trial.

6.5 Plaintiffs have also suffered and incurred past economic losses that will continue into the future, including medical bills, out-of-pocket expenses, and other losses in amounts which will be fully proven at the time of trial.

VII. JURY DEMAND

Pursuant to Fed. R. Civ. P. 38 and LCR 38(b), Plaintiffs demand a trial by jury of all issues triable of right by a jury.

VIII. PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs pray as follows:

1. For judgment in favor of Plaintiffs and against the Defendants;
2. For an award of damages in favor of the Plaintiffs and against the Defendants in amounts to be proven at the time of trial.
3. For an award of punitive damages against Defendants sufficient to punish them and to deter further wrongdoing;
4. For an award of prejudgment interest at the statutory rate on Plaintiffs' economic damages;
5. For an award of prejudgment interest on Plaintiffs' non-economic damages to the extent allowed by law;
6. For an award of Plaintiffs' costs and disbursements herein;
7. For an award of attorney's fees, and

1 8. For such further relief as the Court deems just.

2 DATED this 1st day of November, 2021.

3 s/Danica D. Morgan
4 Danica D. Morgan
5 WSBA No. 31422
6 Morgan & Koontz, PLLC
7 2501 N. Alder Street
8 Tacoma, WA 98406
9 Tel.: 253-761-4444
10 Fax: 253-752-1071
11 Email: danica@morgankoontz.com
12 Attorney for Plaintiff